

Network Architecture Panel Records Request

Request: Under the terms of Verizon's tandem transit service proposal, would Verizon be able to terminate traffic at the end of 180 days even if the transit traffic did not exceed the DS-1 level? Tr. 2222-2224.

Response: No. Verizon will provide tandem transit services up to a DS-1 level, regardless of the 180 days. Tr. 2273.

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Request: Does the MECAB document address the issue of liability? Tr. 2748.

Response: No, the MECAB document does not address the issue of liability.

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Request: Does the MECAB document address the issue of audits of the various components of access records? Tr. 2750.

Response: The MECAB document does not address the issue of audits of access records.

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Request: Does the MECAB document discuss electronic data transfer? Tr. 2752.

Response: No. Section 6 of the MECAB document, however, discusses the exchange of paper and mechanized information. *See* attached excerpt.

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6. USAGE AND DATA EXCHANGE**6.1 General**

Providers may bill directly from their recordings. For Usage-Sensitive services under MPB, the exchange of usage data among providers, where recording capabilities do not exist, plays a critical role in providing the customer with an accurate, timely, and auditable bill. Various providers can be involved in recording the usage data for a single End Office location depending on the network architecture, type of office, type of service, and type of traffic. Regardless of the MPB option selected and where contractual relationships exist, the detailed usage records should be passed to the other provider(s) to process. Each provider is responsible to apply factors where appropriate and produce billable usage information. See Section 14 for usage applications involving ULECs.

When providers do not have detailed recordings available for billing the IXC, the official recording company will provide the detailed usage record based on contractual relationships. The official recording company is defined as the following:

1. The end office company for originating traffic
2. The end office company for terminating direct routed traffic
3. The tandem company for terminating tandem routed traffic
4. The SSP company for originating 800 traffic

For local/intraLATA toll/wireless, each company generates their official recording. However, for 800 traffic, the SSP office owner is the official recording company.

6.2 Paper Exchange

Until conversion to billing non-common minutes of use between providers is implemented see Issue 6, Section 6.2 of the MECAB document.

6.3 Mechanized Usage Exchange

The ATIS Exchange Message Interface (EMI) document provides mechanized record formats that can be used to exchange usage information among providers. Category 11-OX series Access Usage Records (AURs) are used to exchange detailed usage information when recording capabilities do not exist and the provider has contractual relationships for receipt of their records with another provider. These records are forwarded on a daily basis or any other agreed upon timeline. Usage data should be validated by the receiving provider, to ensure accuracy.

6.4 Data Exchange**6.4.1 Single Bill Option**

Providers must exchange data for all Single Bill alternatives. The Single Bill data elements that are exchanged depend on the Single Bill option selected. A list of potential elements to be exchanged is available in Section 10 - Provider Data Exchange Elements.

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Request: Does the MECAB address error reporting, including timing? Tr. 2752.

Response: The MECAB document does not address error reporting.

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Request: Does the MECAB document address Meet Point Billing percentages? Tr. 2743, 2754-55.

Response: Yes. Section 3 of the MECAB document addresses billing percentages. *See* attached excerpt.

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3. NECA TARIFF FCC. NO. 4, PERCENT OWNERSHIP, BILLING PERCENTAGE AND COMPANY CODE**3.1 General**

The industry reference for listing end point locations, billing percentages, and the providers involved in a MPB environment is NECA Tariff FCC. No. 4. The information contained in this tariff specifies the apportionment of local transport or channel mileage rate element(s) among the providers and/or jurisdictions involved in an access and interconnection services based on billing percentages. Each pair of end point locations, the related Billing Percentages, and the providers involved must be filed in NECA Tariff FCC. No. 4 for access services. When billing percentages are required for interconnection services, the decision to file billing percentages in NECA Tariff FCC. No. 4 is based upon Provider-to-Provider negotiations.

3.2 Billing Percentage (BP)

BPs are listed by service type for each pair of locations where access and interconnection services are provided on a meet-point basis. The sum of the BPs filed for each pair of end point locations must equal 100%. For each pair of locations, the involved providers must agree in writing to their respective BPs. This information must be submitted to NECA for inclusion in NECA Tariff FCC. No. 4, per NECA filing requirements.

3.3 Percent Ownership

Each set of BPs may be developed on any *mutually agreeable* basis among the providers in the route. BPs may be developed using:

1. Provider investment to total investment
2. Route miles to total route miles
3. Airline miles to meet-point to total airline miles between locations

The basis of this apportionment should consider each provider's rate structure for channel mileage or local transport and the method of BP application either approved by the FCC or locally negotiated contracts.

3.4 Transport or Mileage Charge Calculations

The appropriate method for calculation of MPB of the distance sensitive portion of Local Transport (direct-trunk and tandem-switched), Channel Mileage (e.g. Special Transport), is as follows:

1. The Vertical and Horizontal (V&H) coordinates (filed in NECA Tariff FCC. No. 4) are used to calculate the airline distance between two wire centers. Fractional mileage is rounded to the next whole number.
2. Each provider applies the tariff rate for this overall mileage length to obtain a dollar amount.
3. The BP is applied to the dollar amount calculated above.

See Figures 3-1 through 3-9 for examples of Usage-Sensitive Access (tandem-switched) and Flat-Rated Access (Switched and Special) mileage charge calculations.

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3.5 Company Code

Whenever company codes are used to identify companies associated with rate elements, usage detail or circuit locations on meet-point bills and Customer Service Records (CSRs) (if provided), the state level company code, as filed in NECA Tariff FCC. No. 4, is provided.

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Request: Please provide the citations to the New York and Massachusetts Commission decisions that addressed the CPN issue articulated in Issue IV-11. Tr. 2756.

Response: The New York Public Service Commission found in Verizon's favor on this issue *In re Sprint Communications Co., L.P.*, Case No. 99-C-1389, 2000 WL 363323 (rel. Jan. 28, 2000) and in *Joint Petition of AT&T Communications of New York, Inc., TCG New York Inc. and ACC Telecom Corp. Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc.*, Case No. 01-C-0095, Order Resolving Arbitration Issues, at 33 (rel. July 30, 2001). The Massachusetts Department of Telecommunications and Energy ("Mass. D.T.E.") found in favor of Verizon on this issue *In re Sprint Communications Co., L.P.*, 2000 WL 33146677, Mass D.T.E. (rel. Dec. 11, 2000).

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Request: Have any other carriers voluntarily agreed to the CPN section, how to treat traffic when CPN is not passed, Verizon proposed to WorldCom? Tr. 2756-57.

Response: The following carriers in Virginia voluntarily agreed that when the Receiving Party does not obtain CPN from the Originating Party on less than the agreed upon CPN percentage, the Receiving Party may bill the Originating Party access rates up to the agreed upon percentage. In the case of WorldCom, the agreed upon percentage for CPN is 90%. In addition to the following carriers, Cox and AT&T voluntarily agreed with Verizon's CPN language. In Virginia, those other carriers are:

TG2
A.R.C. Networks Inc.
Cyrus LLC
Focal Communications Corporation of Virginia
Level 3 Communications LLC
Looking Glass Networks of Virginia Inc.
Metropolitan Telecommunications of VA Inc.
NTELOS Network Inc.
R&B Network Inc.
Sphera Optical Networks N.A. Inc
US LEC of Virginia LLC
Virginia Global Communications Systems Inc.
Zephion Networks Communications of Virginia Inc.
Essex Communications
GCR Telecommunications
Mpower Communications
Fuzion Wireless
EGIX Network
Global Telecom Brokers
QuantumShift
USA Digital
Compass Telecommunications
Interpath Communications
US West Interprise America
Fairpoint Communications
Metromedia Fiber Network
Network Access Solutions
Vitts Network
Shentel Communications
1-800-Reconex
Edge Connections
NOS Communications
IDS Telecom
Premiere Network Services

OpenBand Virginia
Reflex Communications
Telephone Company of Central Florida
Business Telecom

Intercarrier Compensation Panel Record Request

Request: In earlier versions of the Intercarrier Compensation JDPL, Verizon included among its proposed language to AT&T and WorldCom a Section 7, regarding Reciprocal Compensation, and Glossary Section 2.58, regarding Local Traffic. Does Verizon still propose that language?

Response: Per the Commission's *ISP Remand Order*, a revised definition of "Reciprocal Compensation Traffic" has replaced the earlier definition of "Local Traffic." See Verizon's proposed AT&T contract at § 168(a); Verizon's proposed WorldCom contract at Glossary § 2.80; and Verizon's proposed Cox contract at § 1.60(a). This definition appears in Verizon's final JDPL, under language proposed for Issues I-5 and I-6.

A revised § 7 of the Local Interconnection Attachment to Verizon's proposed contract with WorldCom was inadvertently numbered as § 2 in the September JDPL. The numbering has been corrected and it appears in Verizon's final JDPL under Issues I-5, I-6 and IV-35.

Intercarrier Compensation Panel Record Request

Request: Is Verizon a party to any interconnection agreements that determine the jurisdiction of a call based on the actual location of the originating and terminating callers, rather than the NPA-NXXs assigned?

Response: Yes. Verizon has entered into interconnection agreements with at least 37 CLECs in Virginia that contain language stating that the jurisdiction of a call shall be based on the location of the call's originating and terminating end points.